

The following table provides a list of conditions included by Comcast in its proposed CPG, DPS's recommendation concerning each condition, specific alternative language proposed by DPS, if any, and the DPS witness whose testimony addresses each condition. At the end of the chart is a section containing new conditions, not included in the Comcast proposed CPG, which are being proposed by DPS.

<i>Comcast Condition #</i>	<i>Text of CPG condition proposed by Comcast</i>	<i>DPS recommendation</i>	<i>Text of corresponding CPG condition proposed by DPS, if different from Comcast proposal</i>	<i>DPS sponsoring witness</i>
1	For the duration of this Certificate, Comcast shall employ a Regulatory Affairs Manager separate from the Regional Manager position whose responsibility shall include oversight of Comcast's compliance with Vermont statutes, rules, orders and other regulations governing cable operators.	Accept	n/a	Frankel
2	If Comcast enters or has entered into an agreement to lease, sell, or otherwise provide or share facilities or services in Vermont to or with any of its affiliates, the agreement shall be reduced to writing, including the date, and shall be made available to the Department of Public Service ("Department") and the Board upon request.	Accept.	n/a	Lackey
3	Comcast shall file tariffs and all individual customer agreements for its cable services with the Board to the extent required by Vermont law.	Accept.	n/a	Lackey
4	For the purpose of calculating the gross revenue tax under 30 V.S.A. § 22, Comcast shall use the following definition of gross revenues: all cash, credit, property of any kind or nature, or other consideration received directly or indirectly by Comcast derived from the operation of its cable systems including, but not limited to, monthly fees charged to subscribers for basic service; monthly fees charged to subscribers for any optional service; pay television fees;	Include late fees, and append sentence with clause concerning regulatory classification	Use Comcast's proposal, but insert "...late fees charged to subscribers", and append the following: "... until such time that a gross revenue tax is paid on such revenues as telecommunications services."	Martin Lackey

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4 cont'd	pay-per-view fees, premium-service fees, monthly fees charged to subscribers for any tier of service other than basic service; installation, disconnection and reconnection fees; leased-channel fees; fees, payments or other consideration received from programmers; fees, payments or other consideration received from third parties for lease of space on either fiber or coaxial cable; converter rentals or sales; studio rental, production equipment and personnel fees; advertising revenues; and revenues from home shopping networks and revenues from Internet access service.	of Internet access service.		
5	For calculating funding for Public, Educational, and Governmental ("PEG") access Comcast shall comply with PSB Rule 8.417 as amended from time to time. Internet-access service revenue shall be excluded from the calculation of PEG access funding unless and until Congress, the Federal Communications Commission or a court of competent jurisdiction or governmental agency of competent jurisdiction issues a final ruling or order, not subject to appeal, that such revenues shall be included in such calculation, of gross cable-service revenues.	Use same language as Proposal for Decision in Docket 7044.	For purposes of calculating funding for Public, Educational, and Governmental ("PEG") access in the absence of an agreement otherwise, Comcast shall use the definition of gross revenues in the preceding paragraph except that Internet-access service revenues shall be excluded from the calculation unless and until Congress, the Federal Communications Commission, or a court of competent jurisdiction or governmental agency of competent jurisdiction issues a final ruling or order, not subject to appeal, that such revenues shall be included in such a calculation of gross cable-service revenues.	Lackey
6	Comcast shall not itemize on subscriber bills the Vermont gross revenue tax, imposed on Comcast pursuant to 30 V.S.A. § 22, unless Vermont law allows such itemization.	Accept	n/a	Frankel

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7	Comcast shall fund a statewide cable advisory board which shall be self governing and independent of Comcast to provide public input on community needs and to serve as a vehicle for two-way communication with the Company. At least annually, Comcast shall request to meet with the statewide advisory board.	Accept	n/a	Frankel
8	On at least a bi-annual basis, Comcast's senior Vermont management shall invite city and town government officials in each of the former Adelpia cable systems to meet for the purpose of exchanging information about community needs and the Company's plans. These meetings shall be conducted on a system-wide basis. For smaller systems, such meetings may be held under the auspices of a regional planning commission or other appropriate regional entity. The Company shall submit summaries of these meetings, including the recommendations made by participants and the Company's response, to participants, the Board and the Department.	Accept	n/a	Frankel
9	Comcast shall at all times provide a reasonable quality of service, having regard to Federal Communications Commission minimum service standards, available technology, subscriber interest and costs. Comcast shall at all times offer a reasonably broad range of programming, having regard to available technology, subscriber interest, the revenues and potential revenues of the systems, and costs. The Board shall, to the extent permitted by law, retain jurisdiction to prescribe broad categories of programming.	Accept	n/a	Frankel

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10	Prices for services not subject to rate regulation shall at all times be reasonable, having regard to the costs of providing such services.	Accept	n/a	Martin
11	If Comcast does business in the State of Vermont under any other name other than the name in use on the date of the Order in this Docket, it shall file a notice of the new tradename with the Clerk of the Public Service Board and the Department thirty (30) days prior to doing so.	Add requirement to file with Board a copy of Tradename Certificate.	If Comcast does business in the State of Vermont under a name other than the name in use on the date of the Order in this Docket, it shall file a notice of the new tradename, along with a copy of its Vermont Secretary of State's Tradename Certificate, with the Clerk of the Public Service Board and the Department at least thirty (30) days prior to commencing business under the new tradename.	Martin
12 preface	At the time of filing its Annual Report pursuant to 30 V.S.A. § 22, Comcast shall also file with the Board the following:	Accept.	n/a	Lackey
12 - 1)	a copy of Comcast's PEG Access Report under PSB Rule 8.419 (formerly referred to as a PEG Access Plan) and a description of its access facilities and services and the use thereof during the preceding calendar year or annual period;	Accept.	n/a	Lackey
12 - (2)	subject to Paragraph 42 of this Certificate, a report of all written consumer complaints and notations regarding oral and telephone complaints received during the preceding calendar year or annual period;	Accept	n/a	Frankel
12 - (3)	a map sufficiently outlining the service territory and describing its existing plant and any extensions and replacements planned for commencement or completion within one calendar year from the close of the preceding	Accept.	n/a	Lackey

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12 - (3) cont'd	calendar year or annual period; and a separate map identifying the fiber runs and node locations supporting the current service areas, which shall be maintained as confidential and proprietary;			
12 - (4)	a listing of services, the rates charged for each service as of the date of the filing of the report, a statement of any changes in any such rates from the preceding calendar year or period and a statement of the revenue derived from each service during such calendar year or annual period;	Accept.	n/a	Lackey
12 - (5)	a statement of significant changes to be implemented during the current calendar year or annual period in Comcast's business structure, operating procedures and services to be offered;	Accept.	n/a	Lackey
12 - (6)	a balance sheet, an income statement, a statement of changes in financial condition and a statement of assets used and useful for the provision of service in Vermont, all as of the close of the preceding calendar year or annual period;	Accept.	n/a	Lackey
12 - (7)	a current copy of the complete corporate System of Accounts applied to operations in Vermont, if different from that previously filed;	Accept.	n/a	Lackey
12 - (8)	house-count surveys of all unserved areas of the franchised territory, both at the ends-of-lines and unserved interior areas, and a construction budget providing for construction of all areas identified as meeting Comcast's tariffed criteria for line extensions without a contribution-in-aid-of-	Accept.	n/a	Lackey

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12-(8) cont'd	construction; and			
12 - (9)	the annual calculation of the Minimum Qualifying Density ("H") for the purpose of Comcast's line-extension policy in accordance with the formula set forth in the Order in Docket 6101.	Accept unless reference to Docket 6101 needs to be revised.	n/a	Lackey
13	Comcast's deposit and disconnection policies shall at all times be consistent with Public Service Board Rules 3.200, 3.400, and 8.000, as they may be amended from time to time.	Accept	n/a	Frankel
14	Comcast shall comply with all regulations of the Federal Communications Commission, including the regulations governing commercial leased access. Compliance with the commercial leased-access rules requires Comcast to provide non-discriminatory access to its facilities to all video programmers qualified by the leased access regulations to such access.	Accept.	n/a	Lackey
15	This Certificate shall expire eleven years from the date of this Certificate.	Revise to avoid inadvertent extension of term if Board issues a	This Certificate shall expire on [insert date eleven years from date on which Board issues final order granting CPG].	Lackey

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15 cont'd		revised or amended CPG with identical condition 15.		
16	This Certificate shall be subject to revocation upon good cause, including a substantial or continuous failure to abide by its material terms.	Accept.	n/a	Lackey
17	This Certificate may not be transferred without the consent of the Public Service Board.	Accept.	n/a	Lackey
New ¶ 18a	n/a (new condition proposed by DPS)	Same as proposed for BT.	Comcast shall designate one or more AMO's as provided in Rule 8.400. Comcast shall provide levels and types of financial, operational and technical support to those AMO's that are fair and reasonable and comparable relative to the levels and types of support provided by the City of Burlington to the AMOs designated by the City of Burlington. This condition shall not preclude Comcast from designating the same or additional AMO's than has the City of Burlington nor preclude Comcast from offering different or additional public access content to its cable subscribers.	Lackey
New ¶ 18b	n/a (new condition proposed by DPS)	Same as proposed for BT. Rule 8 does not require operators to	Comcast shall file with the Board and Department copies of all PEG-access contracts with AMOs, and any amendments thereto, within 30 days of execution.	Lackey

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New ¶ 18b cont'd		file copies of contracts.		
18	Comcast must work with the relevant access-management organization ("AMO") prior to any PEG-access-channel reassignment and shall pay the access entity's reasonable costs of such reassignment. Comcast shall not reassign a PEG access channel without advance warning and consultation with the AMO.	Omit. Rule 8.400 addresses.	[no text]	Lackey
19	Comcast must provide a statewide PEG access channel, although it may be that this commitment should be met through the provision of interconnection bandwidth rather than as a viewable channel. Details of this provision should be determined through negotiation or a later proceeding. Negotiations should be open to all PEG AMOs wishing to take part. Comcast shall provide the statewide channel once the details for operation of the channel have been decided. Comcast shall offer to interconnect, directly or indirectly, with the Vermont cable systems operated pursuant to Certificates of Public Good to exchange PEG-access programming among the companies' systems. Said interconnection shall be subject to the parties reaching acceptable commercial terms concerning ownership and apportioning the cost of any facilities necessary to interconnect Comcast's and other cable companies' networks.	Accept all, but add final sentence (as was proposed for Burlington Telecom) that requires operators to submit unresolved interconnec- tion issues to the Board for resolution.	[as proposed by Comcast plus:] If the cable operators cannot reach an interconnection agreement within 120 days, BT shall submit all unresolved issues to the Board for resolution.	Lackey

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New ¶ 19a	n/a	Include same condition as applies to BT. (DPS proposal is same for Comcast as for BT).	If the Board has designated an entity to act as a statewide PEG AMO, Comcast shall upon request of the AMO provide as minimum support for the statewide PEG network the capability of transmitting signals from the statewide network to any PEG forward channel and transmitting to the statewide network signals originating on any PEG reverse channel on the cable system. Such a request by the AMO for statewide PEG-network capability is to be made at least one year prior to activation of the statewide channel on a Comcast system. Additionally, Comcast is not obligated to pay for statewide PEG-programming content in addition to its PEG-access obligations.	Lackey
20	Comcast shall provide fiber-optic or coaxial-cable drops, capable of two-way service, to every school, library and PEG-access studio and to at least one municipal building in every municipality in which it is obligated to provide cable service, upon request of the school, library, PEG entity or municipality. [remainder of condition 20 omitted from table due to length]	Accept.	n/a	Lackey
21	At a minimum, Comcast must provide the following PEG access outreach: [remainder of condition 21 omitted from table due to length]	Omit. Rule 8.400 addresses.	[no text]	Lackey
22	Comcast and the PEG AMOs shall reevaluate the digital equipment needs of public access in 2006. At that time, Comcast may be required to provide additional capital funding for digital equipment upgrades. If an agreement cannot be reached, the Board will exercise its authority	Omit. Rule 8.400 addresses.	[no text]	Lackey

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22 cont'd	under 30 V.S.A. § 509(a) or Rule 8.405(e) and open an investigation to consider the necessity and amount of the interim upgrade payments.			
23	Comcast shall provide AMOs an ability to originate as many simultaneous live PEG programs on any part of its system as there are forward PEG channels on that part of the system; provided, however, that Comcast shall not be obligated to originate any quantity of simultaneous, system-wide broadcasts that exceeds the number of forward PEG channels activated in that part of the system with the smallest quantity of activated forward PEG channels.	Accept.	n/a	Lackey
24	Comcast shall create and maintain a plan for reasonable public access in accordance with Rule 8.401 and Rule 8.419. The Company shall keep a current PEG Access Report on file with the Board.	Accept.	n/a	Lackey
25	Board Rule 8.400 shall apply to Comcast, to any AMO with which Comcast may designate and contract and to any organizations that seek Comcast's designation as an AMO. Comcast shall comply with Rule 8.400 as may be amended from time to time. Unless otherwise agreed by an AMO, total operating funding within each system served by one or more AMOs shall equal 5% of the Company's annual gross revenues earned in that system.	Retain first two sentences (with slight grammatic changes).	PSB Rule 8.400 shall apply to Comcast, to any access management organizations ("AMOs") with which Comcast may designate and contract, and to any organizations that seek Comcast's designation as an AMO. Comcast shall comply with Rule 8.400 as may be amended from time to time. Unless otherwise agreed by an AMO, <u>but in any case subject to demonstration of community need for the level and types of public access services that will be provided</u> , total operating funding within each system served by one or more AMOs	Lackey

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25 cont'd	Unpaid balances owed by the Company shall earn interest at the legal rate (see 9 V.S.A. § 41a), commencing the day after the due date. Unless otherwise negotiated, Comcast will further assume Adelphia's existing PEG access agreements. Comcast shall file with the Board and Department copies of all PEG-access contracts with AMOs, and any amendments thereto, within 30 days of execution.	Preclude funding for public access that exceeds or does respond to demonstrated community need. Retain last three sentences.	shall <u>not exceed</u> 5% of the Company's annual gross revenues earned in that system. Unpaid balances owed by the Company shall earn interest at the legal rate (see 9 V.S.A. § 41a), commencing the day after the due date. Unless otherwise negotiated, Comcast will further assume Adelphia's existing PEG access agreements. Comcast shall file with the Board and Department copies of all PEG-access contracts with AMOs, and any amendments thereto, within 30 days of execution.	
26	Comcast shall maintain PEG Policies and Procedures that ensure adequate and prompt resolution of technical and administrative matters that arise between Comcast and the AMO. Until and unless revised by Comcast in collaboration with its designated AMOs, Comcast will adopt Adelphia's PEG Policies and Procedures which include: [remainder of condition 25 omitted from table due to length]	Accept.	n/a	Lackey

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27	At least annually, a Comcast representative shall meet with each AMO's governing board. The Comcast representative must have sufficient rank to be able to make binding promises on behalf of the Company.	Accept.	n/a	Lackey
28	Comcast shall provide reasonable PEG access in accordance with the standards set forth in PSB Rule 8.400, as may be amended from time to time.	Accept.	n/a	Lackey
29	At least annually, Comcast shall request to meet with the statewide advisory board constituted under Paragraph 7. Comcast shall ... [remainder of condition 28 omitted from table due to length]	Accept	n/a	Lackey
30	Line extensions shall be built without customer contribution in accordance with Comcast's annual calculation of the Qualifying Density ("H"), which determines the average density of equivalent year-round residential and business units passed per mile, starting at the nearest end of the existing trunk or distribution system, for the next calendar year.	Accept	n/a	Lackey
31	For the purposes of determining whether a line extension should be built without a customer contribution: [remainder of text omitted due to length]	Amend subsection 11, addressing factor applied to homes with satellite dishes.	11) homes with satellite service/dishes should be counted as 1/3 unless modified by the Board in accordance with paragraph 31a, below (The workpapers filed with the results fo the annual house-count survey shall be made to make the effect of the discount for satellite dishes identifiable.) ; and	Lackey

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31 cont'd		Otherwise, accept.		
31a	n/a (no condition proposed by Comcast)	Insert condition based on 4/11/03 Order in Docket 6778, ordering clause 5, for report and potential revision of the equivalence factor applicable to potential homes- passed that have a satellite dish.	Adelphia shall maintain and file annually a calculation of the cable service penetration rate for newly-built service areas where houses with satellite dish have been counted as one-third of a house. Comcast or the Department may propose to adjust, and the Board, without amendment of this Certificate, may adjust or accept a proposal to adjust the equivalence factor applicable to homes with an appurtenant satellite dish if the factor does not reasonably reflect Comcast's actual or expected service penetration rate for recent line extensions.	
32	Comcast shall perform and report annual unserved area house count surveys and shall prepare a construction budget for line-extension areas determined by the house count surveys to qualify for construction without contribution-in-aid-of-construction, as required by the Annual Report to the Department.	Drop requirement for submission of a budget. Continue to	Comcast shall annually perform unserved area house count surveys and shall prepare a schedule of street and road locations determined by the house count surveys to qualify for construction without contribution-in-aid-of-construction. The survey and schedule shall be filed as a component of, and concurrent with, Comcast's Annual Report to the	Lackey

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32 cont'd		require filing of a schedule of qualifying extension locations. Break-out reporting requirement to clarify.	Department.	
33	Comcast shall provide quarterly reports to the Department on each line extension, providing the location of the extension, its length, the date the extension was determined as qualifying via a house count survey, the date pole applications for the extension were filed with the pole-owning utilities, the proposed and actual date for the engineering rideout, the date the make-ready report was received from the pole-owning utilities, the estimated and actual cost of the make-ready work, the estimated and actual date for completion of the make-ready work, the proposed and actual date construction of the extension commenced and the date the extension was completed.	Accept	n/a	Lackey
34	All house count surveys to be filed with the Department shall be performed in accordance with the electronic house count procedures as set forth by Adelphia in collaboration with the Department in July and November 2004.	Accept new procedures, but attach procedures to the CPG to assure common	All house count surveys to be filed with the Department shall be performed in accordance with the electronic house count procedures set forth in Attachment [x] to this Certificate.	Lackey

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34 cont'd		understandin g.		
35	Comcast shall annually calculate Qualifying Density for the purpose of the Company's line-extension policy and shall report that calculation in its Annual Report to the Department. The calculation shall be performed using house count survey, penetration and revenue data from the Annual Report to the Department, as provided in the Docket 6101 Order, and carrying charges and other costs may be adjusted annually.	<p>Insert "Minimum" before "Qualifying Density." Change "house count survey" to "homes- passed" to correspond to equation for calculating MQD.</p> <p>Clarify that average line extension unit cost for prior year will be used to calculate MQD.</p> <p>Incorporate the Board's</p>	<p>Comcast shall annually calculate Minimum Qualifying Density for the purpose of the Company's line-extension policy and shall report that calculation in its Annual Report to the Department. The calculation shall be performed using homes-passed, penetration and revenue data from the Annual Report to the Department, as provided in the Docket 6101 Order. The calculation shall be performed using Comcast's average construction cost per mile for qualifying line extensions during the prior year as the assumed construction cost per mile.</p> <p>Comcast may use current data for all other parameters in the formula, including the carrying charge factor. To the extent that Comcast seeks to modify other elements of the Qualifying Density formula, it shall base its adjustments on the same time period (to the extent possible). If audited financial statements are not available, Comcast shall use unaudited numbers. The recalculation of the Minimum Qualifying Density shall be subject to adjustment and review by the Department and the Board.</p>	Lackey

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35 cont'd		Docket 6778 guidance concerning changes to other parameters, data sources for financial information, and review and potential adjustment of calculations filed by company.		
36	Comcast commits to construct all Docket 6445 Line Extensions that remain to be constructed ("Remaining Docket 6445 Line Extensions") in accordance with the following conditions:...[remainder of, and footnotes to, proposed condition 36 omitted from table due to length]	Accept.	n/a	Lackey
37	If Comcast fails to meet the Milestone as prescribed in Subparagraph 36(b) above, and as reported to the Board and the Department as prescribed in Subparagraph 39(c) below, the penalty as described in Subparagraph 36(b) above shall become due and payable to the State of Vermont and tendered to the Board no later than thirty (30) days following the applicable Milestone Date, subject only to Comcast's claim of waiver asserted by Comcast in	Accept.	n/a	Lackey

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37 cont'd	compliance with the terms and conditions of Subparagraph 36(c). Additional penalties may become due and payable in accordance with Paragraph 36 above following investigation and hearing as provided in Subparagraph 39(c).			
38	Comcast commits to build Additional Line Extensions, following completion of the Remaining Docket 6445 Line Extensions, as described in Paragraph 36 above, as follows: ... [remainder of, and footnotes to, proposed condition 38 omitted from table due to length]	Accept.	n/a	Lackey
39	Comcast shall provide a bond or equivalent security, as provided below, to guarantee payment of any penalties that may become due pursuant to this Stipulation: ... [remainder of proposed condition 39 omitted from table due to length]	Accept.	n/a	Lackey
40	Comcast shall file quarterly reports with the Board and Department, beginning on March 31, 2006, or upon the completion of the first calendar quarter for which Comcast is authorized to provide service, and continuing until all Remaining Docket 6445 Line Extensions and Additional Line Extensions are constructed and activated, containing the following information: ... [remainder of proposed condition 40 omitted from table due to length]	Accept.	n/a	Lackey

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41	Comcast shall adhere to the customer service standards contained in 47 C.F.R. § 76.309. [Footnote states: “All references to sections of 47 C.F.R. are intended to refer to those sections as they shall be amended from time to time.”] The Company must monitor its customer service performance in relation to all FCC and Board customer service standards on a monthly basis. Comcast will maintain a service quality plan, developed in collaboration with the Department of Public Service, to ensure effective monitoring and adherence to state and federal standards. Quarterly, the Company must submit these data to the Department and the Board. Where quarterly performance falls more than 10 percent below any standard, or where performance does not meet any standard for two consecutive quarters, the Company must submit a corrective action plan indicating how it will regain the failed standards.	Modify to incorporate proposed SQP and to provide a time frame for corrective action plans.	Comcast shall adhere to the customer service standards contained in 47 C.F.R. § 76.309. [Footnote: “All references to sections of 47 C.F.R. are intended to refer to those sections as they shall be amended from time to time.”] The Company must monitor its customer service performance in relation to all FCC and Board customer service standards on a monthly basis. Comcast will maintain <u>a the service quality plan; developed in collaboration with the Department of Public Service, ordered by the Board in Docket 7077</u> to ensure effective monitoring and adherence to state and federal standards. Quarterly, the Company must submit these data to the Department and the Board. Where quarterly performance falls more than 10 percent below any standard, or where performance does not meet any standard for two consecutive quarters, the Company must submit <u>within 30 days of the end of the reporting quarter</u> a corrective action plan indicating how it will regain the failed standards.	Truman
42	Should consumer complaints to the Department concerning Comcast exceed a rate of 2.5 escalations per 1000 customers, Comcast must track and analyze consumer complaints in a manner that will enable their periodic analysis. (“Escalation” is a complaint to the Consumer Affairs and Public Information Division of the Department (“CAPI”) in which, following investigation, CAPI staff determines reasonably there is something the Company could and should have done differently prior to the consumer having to contact Department for assistance.) Specifically, the Company must work with the Department to develop a complaint-tracking protocol that defines what	Modify one sentence for clarity	Sentence in question would be modified as follows (added language shown underscored): Specifically, <u>if this provision is triggered</u> , the Company must work with the Department to develop a complaint-tracking protocol that defines what is considered a complaint to the Company and complaint categories to be tracked.	Truman

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42 cont'd	is considered a complaint to the Company and complaint categories to be tracked. The system should permit customer-service and sales representatives to capture written, telephonic, e-mail and face-to-face complaints and to allow easy tabulation and analysis of those complaints by system and topic. If this provision is triggered, on an annual basis, the Company must submit a report to the Department and the Board indicating the number and nature of complaints received, how they were analyzed by the Company, what systemic issues were identified, and what responses were implemented to address those systemic issues. Measurement of the consumer-complaint rate to determine whether this provision is triggered shall be calculated on a calendar year basis. If this provision is triggered, the requirements of this provision will continue for a period of the subsequent three years.			
43	Comcast must respond to written inquiries from the Department regarding consumer complaints within 14 days commencing upon receipt by Comcast of the Department's written notification of a complaint. Written notification includes notification by electronic mail, facsimile, hand-delivery or U.S. mail. In any case in which the Company is unable to respond fully, providing all information necessary to resolve the complaint, within seven days, it must provide notice to the Department before the elapse of the initial 14 days that an extension of time is required. In no case may the total response time, including the initial seven days and any extension, exceed 21 days. Although the initial transmittal of the complaint must be in writing,	Additional language	Comcast must respond to <u>verbal or</u> written inquiries from the Department regarding consumer complaints within 14 days commencing upon receipt by Comcast of the Department's <u>verbal or</u> written notification of a complaint. Written notification includes notification by electronic mail, facsimile, hand-delivery or U.S. mail. <u>When a verbal notification is given, Comcast may request a written version for its records.</u> In any case in which the Company is unable to respond fully, providing all information necessary to resolve the complaint, within seven days, it must provide notice to the Department before the elapse of the initial 14 days that an extension of time is required. In no case may the total response time, including the initial seven days and any	Truman

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43 cont'd	the Department and the Company are permitted to discuss the complaints in person or by telephone.		extension, exceed 21 days. Although the initial transmittal of the complaint must <u>may</u> be in writing, the Department and the Company are permitted to discuss the complaints in person or by telephone. <u>In instances of an urgent matter as determined by the Department, such as loss or imminent loss of service, Comcast agrees to provide expedited responses to the Department, of less than the 14 day standard, as specified by the Department on a case by case basis.</u>	
44	Comcast shall annually cause to be mailed to each of its subscribers a notice, in the form previously approved by the Board for Adelphia, that: states that the Board and the Department desire to hear the views of subscribers regarding the quality of services provided by the Company and as to the reasonableness of the terms upon which such services are provided; informs the subscribers how they may communicate their views to the Board, to the Department and to the Company; and provides the notices required by Board Rule 8.431 and 47 C.F.R. § 76.1602(b)-(c).	Accept, but note that Condition 50 may require some revisions of Adelphia notice	n/a	Frankel
45	On or before January 30 of each year, Comcast shall certify to the Board, under oath, that it has distributed the notice during the previous calendar year.	Accept	n/a	Frankel
46	Comcast shall annually notify all subscribers of the complaint and appeal procedure for complaints against any PEG access entity and complaints against the Company itself.	Accept	n/a	Frankel

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47	If Comcast decides to raise rates more than once in any calendar year, Comcast shall include with its rate-change notice to the Board, and provide a copy to the Department of, a written explanation of the circumstances or other reasons that necessitate Comcast's need to increase its rates.	Accept	n/a	Frankel
48	Comcast shall provide outage credit and/or refunds to customers without the necessity of the customer contacting Comcast in those instances in which Comcast knows an outage has occurred and has affected a particular system or portion of a system. Comcast's outage-credit policies and practices shall at all times be consistent with Board Rule 8.343.	Accept	n/a	Frankel
49	Comcast shall treat all written complaints from subscribers in accordance with 47 C.F.R. § 76.1619(b) and Board Rule 8.345. Comcast shall not limit such responses to those complaints that cannot be resolved by a customer-service representative.	Accept	n/a	Truman
50	Comcast shall ensure that all customer notices are in plain English, at no greater than a sixth-grade reading level, and that type sizes and layouts are sufficient to render the notices readable to the average consumer. The Flesch-Kincaid Reading Level test, or equivalent instrument that may widely supersede it, shall be used to determine compliance with the grade-level requirement.	Accept	n/a	Frankel

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51	Comcast shall provide customers at the time of any service order with a clear and understandable description of the terms, conditions, rates and charges for all requested services and appropriate alternatives, which shall include the least-cost alternatives to the requested service. The Company shall disclose, at a minimum, any non-recurring charges, such as for installation, the recurring charges for services, any charges that apply to a change in service or periods in which such charges are waived and information about equipment, policies and procedures.	Accept	n/a	Frankel
52	Comcast shall list the toll-free telephone number of the Department on its bills and in the “complaint procedures” section of its annual notices along with the following language: “You should first try to resolve any complaint or dispute directly with Comcast. If you remain unsatisfied by Comcast’s response, you may request assistance from the Vermont Department of Public Service Consumer Hotline by calling 1-800-622-4496.”	Accept	n/a	Frankel
53	Comcast shall revise its “complaint procedure” and any other relevant sections of the annual notice provided to consumers in compliance with 47 C.F.R. § 76.102(b) to provide specific reference to the “Vermont Public Service Board” as the local-franchising authority for all Vermont systems. At no time shall Comcast represent to customers, either in writing or orally, that the municipalities are the local-franchising authorities in Vermont.	Minor revisions to conform to current circumstances	Comcast shall revise <u>ensure that</u> its “complaint procedure,” and any other relevant sections of the annual notice provided to consumers in compliance with 47 C.F.R. § 76.102(b), to provide specific reference to <u>identifies the</u> “Vermont Public Service Board” as the local-franchising authority for all Vermont systems. At no time shall Comcast represent to customers, either in writing or orally, that the municipalities are the local franchising authorities in Vermont.	Frankel

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54	Comcast shall at all times ensure that its annual customer notice is specific and detailed with respect to Vermont policies and procedures and that all contents are consistent with the Company's Vermont tariff.	Accept	n/a	Frankel
55	Comcast shall provide all customers at the time of installation with a clear, written notice complying with 47 C.F.R. § 76.1618 that the basic tier of service is available, its cost per month and a list of all services included in the basic tier.	Accept	n/a	Frankel
56	Comcast shall ensure compliance with 47 C.F.R. § 76.309(c)(3), which requires that refund checks due to customers shall be issued no later than (a) the earlier of the next billing cycle following resolution of the request or 30 days, or (b) the return of equipment supplied by the operator if service is terminated.	Accept	n/a	Frankel
57 - 62	[Conditions 57-62, concerning Institutional Networks, omitted from table]	Accept.	n/a	Lackey
63	Subject to applicable law, including statutes governing or rules and regulations promulgated by the Federal Communications Commission, Comcast shall respond to and negotiate with any digital-broadcast service broadcasting in Vermont, including but not limited to any service that provides High Definition TV or Standard Definition TV multicast services, commercially-reasonable terms for the carriage of such services on Comcast's system. This condition requires Comcast to use its best	Accept. (Identical to condition applicable to Charter)	n/a	Lackey

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63 cont'd	efforts to reach agreement on such terms but does not require that Comcast reach agreement for such carriage.			
New Condi- tion A	n/a (Comcast proposed no specific system upgrade requirements)		Comcast shall upgrade the Newport system to 750 MHz bandwidth or more within two year of closing the acquisition unless it can demonstrate that the system is otherwise capable of offering Video on Demand (VOD) service equivalent in scope and features to the VOD service it offers elsewhere in Vermont and unless it offers to Newport subscribers at least three-fourths of the maximum number of high definition (HD) channels Comcast then offers elsewhere in Vermont. Comcast shall report to the Board and Department the completion date of any such upgrade, or alternatively, shall report within two years of closing the acquisition and each 2 years thereafter that VOD service and HD programming are offered in Newport at the levels required for deferral of the system upgrade.	Lackey
New Condi- tion B	n/a	Restore existing Condition 39 from Adelphia's 6101 CPG, and add public libraries.	Comcast shall provide each Public, Educational, or Governmental access administrative entity and each school, public library and municipality within its service area with a cable modem and high-speed Internet access at no charge.	Lackey

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New Condi- tion C	n/a	Incorporate condition identical to Condition 15 proposed for Burlington Telecom.	Unless otherwise specified by state law or Board administrative rule, Comcast shall notify the Clerk of the Board and the Department forty-five (45) days prior to any changes in rates, terms or conditions of service; changes in channels offered; retiering of any channel; and any lien, mortgage, pledge or other encumbrance on cable system assets located in Vermont.	Lackey
New Condi- tion D	n/a	Restores substance of Condition 7 from Adelphia Docket 6101 CPG.	Comcast shall provide a channel with primarily Vermont- related programming on each of its systems. Should Comcast wish to cease providing a channel with primarily Vermont- related programming, it shall demonstrate to the Board how it will meet Vermont subscribers interests in receiving adequate Vermont-related programming through a means other than a specific, dedicated channel and shall require approval from the Board to alter the manner in which this requirement is met.	Frankel
New Condi- tion E	n/a	Requires Comcast to cooperate in consumer complaint investigation	Comcast agrees to cooperate and share information with the Department as necessary to resolve consumer complaints. Privacy requirements of state and federal cable rules do not restrict the ability of the company to discuss customer accounts with the Department in cases where a Comcast customer has requested DPS intervention in resolving a consumer complaint.	Truman

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New Condi- tion F	n/a	Corrects inadvertent omission of Adelphia Condition 55	Comcast shall provide the Board, the Department, affected municipalities, and affected AMOs with complete descriptions of all rebuilds and upgrades at least 90 days prior to the commencement of construction, and in all cases sufficiently in advance to allow time for meaningful comments and possible integration of those comments into the construction projects.	Frankel
New Condi- tion G	n/a	Restores and modifies a condition concerning FM rebroadcast omitted by Comcast	Comcast shall continue to provide FM radio rebroadcast service in all systems in which it was provided by Adelphia at least at the level provided by Adelphia prior to acquisition. Elimination of FM radio rebroadcast shall require affirmative permission of the Public Service Board in response to a petition by the Company showing that Vermont customers will not be adversely affected by the removal of the service. The Company shall ensure that customer service personnel who handle Vermont calls have sufficient training to respond effectively to customer inquiries about FM rebroadcast. Information about FM rebroadcast shall be included in Comcast's annual notice of services and any other listing of services Comcast may maintain or disseminate through any print, broadcast or other electronic medium.	Frankel

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New Condi- tion H	n/a	Restores and modifies a condition concerning a channel Vermont- related programming	Comcast shall provide a channel with primarily Vermont-related programming on each of its systems. Should Comcast wish to cease providing a channel with primarily Vermont-related programming, it shall demonstrate to the Board how it will meet Vermont subscribers interests in receiving adequate Vermont-related programming through means other than a specific, dedicated channel and shall require approval from the Board to alter the manner in which this requirement is met.	Frankel
New Condi- tion I	n/a	Creates a condition ensuring new services are deployed in Vermont when they are deployed in other Comcast systems as economically viable.	Comcast shall submit to the Board, with a copy to the Department, every second year (no later than January 15 th of the year and under seal in accordance with the Protective Agreement approved in this docket), a business-case analysis for the roll-out of new services that have been offered by other Comcast systems within New England to 500,000 or more subscribers, but have not yet been offered by Comcast in Vermont. If the business-case analysis shows that Comcast will recover the incremental capital-investment and operating costs of any such service within four years of completing the initial investment required to deploy the service, Comcast shall be obligated to introduce that service no later than one year from the date that such analysis is submitted.	Frankel

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New Condi- tion J	n/a	New condition to deal with the lack of specificity about future plans in the petitioner's filings	Comcast shall discuss major changes in the delivery of customer service and other aspects of operations, such as installation and repair and system architecture, with the Board and Department prior to finalizing plans and in sufficient time for meaningful input from regulators. Comcast shall inform the Board and Department in writing of major changes in the delivery of customer service and other aspects of operations at least 30 days prior to implementation.	Frankel
Pro- posed order- ing clause	n/a	Predicates issuance of CPG to Holdco on acquisition of control of Holdco by Comcast.	This Certificate shall not take effect until or unless Comcast of Georgia, Inc. acquires control of Cable Holdco Exchange III LLC pursuant 30 V.S.A § 515.	Lackey